

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nielsen-Kellerman Co.		12/16/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	85445673	NKHOME.COM
Serial Number:	85107983	BLUE OCEAN
Registration Number:	3108038	CADENCE
Registration Number:	3504459	CLEARNAV
Registration Number:	3607185	CLEARNAVIGATOR
Registration Number:	2549188	COX BOX
Serial Number:	77884711	COX BOX MINI
Registration Number:	2414021	COX-VOX
Registration Number:	2346672	INTERVAL
Registration Number:	2426744	INTERVAL
Registration Number:	3060395	KESTREL
Serial Number:	85146408	KESTREL POCKET WEATHER TRACKER
Registration Number:	2763731	KESTREL TRACKER
Registration Number:	2429691	

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Registration Number:	3722073	NIELSEN KELLERMAN
Registration Number:	2888771	NIELSEN KELLERMAN
Registration Number:	3721754	NK
Registration Number:	2831076	NK
Registration Number:	3721940	NK
Registration Number:	2831077	NK
Registration Number:	2909386	POCKET WEATHER
Registration Number:	2966128	POCKET WIND
Registration Number:	2471487	SPEEDCOACH
Registration Number:	2451024	STROKECOACH
Registration Number:	2459706	WATCHWARE

**CORRESPONDENCE DATA**

Fax Number: (312)863-7865  
Phone: 312-201-3865  
Email: sharon.patterson@goldbergkohn.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Sharon Patterson, Paralegal  
Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.  
Address Line 2: Ste. 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.236
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	12/16/2011

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 16, 2011, by NIELSEN-KELLERMAN CO., a Delaware corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among SSH Environmental Industries, Inc., SSH Non-Destructive Testing, Inc. (collectively, the "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor, Borrowers and certain of their affiliates shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

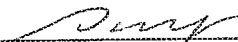
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and

affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NIELSEN-KELLERMAN CO.

By:   
Name: Gordon L. Nelson, Jr.  
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NIELSEN-KELLERMAN CO.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,  
as Agent

By:  \_\_\_\_\_  
Name: Kevin Redak  
Title: Sr. Vice President

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration	Country
Nielsen-Kellerman Co.	1461601		12/04/2009		Canada
Nielsen-Kellerman Co.	1200184	623165	12/22/2003	10/21/2004	Canada
Nielsen-Kellerman Co.	1200181	646789	12/22/2003	08/26/2005	Canada
Nielsen-Kellerman Co.	1200183	623954	12/22/2003	10/29/2004	Canada
Nielsen-Kellerman Co.	1200182	623344	12/22/2003	10/25/2004	Canada
Nielsen-Kellerman Co.	8736498	8736498	12/04/2009	07/20/2010	EU
Nielsen-Kellerman Co.	3574506	3574506	12/09/2003	03/24/2006	EU
Nielsen-Kellerman Co.	1632256	1632256	04/28/2000/	05/22/2001	EU
Nielsen-Kellerman Co.	3574531	3574531	12/09/2003	03/18/2005	EU
Nielsen-Kellerman Co.	1636430	1636430	05/02/2000	04/30/2001	EU
Nielsen-Kellerman Co.	3574522	3574522	12/09/2003	03/15/2005	EU
Nielsen-Kellerman Co.	2294567	2294567	03/06/2002	08/02/2002	UK
Nielsen-Kellerman Co.	85445673		10/12/2011		United States
Nielsen-Kellerman Co.	85107983		08/16/2010		United States
Nielsen-Kellerman Co.	78506116	3108038	10/26/2004	06/20/2006	United States
Nielsen-Kellerman Co.	77391009	3504459	02/07/2008	09/23/2008	United States
Nielsen-Kellerman Co.	77391022	3607185	02/07/2008	04/14/2009	United States
Nielsen-Kellerman Co.	76053298	2549188	05/22/2000	03/19/2002	United States
Nielsen-Kellerman Co.	77884711		12/02/2009		United States
Nielsen-Kellerman Co.	75881525	2414021	12/28/1999	12/19/2000	United States
Nielsen-Kellerman Co.	75570343	2346672	10/27/1999	05/02/2000	United States
Nielsen-Kellerman Co.	75881531	2426744	12/28/1999	02/06/2001	United States
Nielsen-Kellerman Co.	78/580831	3060395	03/04/2005	02/21/2006	United States
Nielsen-Kellerman Co.	85146408		10/06/2010		United States
Nielsen-Kellerman Co.	76421535	2763731	06/14/2002	09/16/2003	United States
Nielsen-Kellerman Co.	75881545	2429691	12/28/1999	02/20/2001	United States
Nielsen-Kellerman Co.	77736654	3722073	05/14/2009	12/08/2009	United States
Nielsen-Kellerman Co.	76557341	2888771	11/06/2003	09/28/2004	United States
Nielsen-Kellerman Co.	77732856	3721754	05/08/2009	12/08/2009	United States

Nielsen-Kellerman Co.	75881546	2831076	12/28/1999	04/13/2004	United States
Nielsen-Kellerman Co.	77735166	3721940	05/12/2009	12/08/2009	United States
Nielsen-Kellerman Co.	75881547	2831077	12/28/1999	04/13/2004	United States
Nielsen-Kellerman Co.	76053256	2909386	05/22/2000	12/14/2004	United States
Nielsen-Kellerman Co.	76595853	2966128	06/07/2004	07/12/2005	United States
Nielsen-Kellerman Co.	76053296	2471487	05/22/2000	07/24/2001	United States
Nielsen-Kellerman Co.	76053250	2451024	05/22/2000	05/15/2001	United States
Nielsen-Kellerman Co.	76053082	2459706	05/22/2000	06/12/2001	United States